

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>					1. REQUISITION NUMBER		PAGE 1 OF <b>53</b>			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0300-03-R-4029</b>		6. SOLICITATION ISSUE DATE <b>20 AUG 03</b>		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>BRENDA M. HALL</b>				b. TELEPHONE NUMBER (No collect calls) <b>(215) 737-4225</b>		8. OFFER DUE DATE/ LOCAL TIME <b>22 SEP 03/ 3 PM</b>		
9. ISSUED BY CODE <b>SP0300</b> <b>DEFENSE SUPPLY CENTER PHILADELPHIA</b> <b>DIRECTORATE OF SUBSISTENCE</b> <b>700 ROBBINS AVENUE, BUILDING 6</b> <b>PHILADELPHIA, PA 19111</b>				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: <b>2051</b> SIZE STANDARD: <b>500</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS		
						13b. RATING		14. THIS ACQUISITION IS <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO CODE <b>SEE SCHEDULE</b>				16. ADMINISTERED BY CODE <b>SEE BLOCK 9</b>						
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE <b>SEE SCHEDULE</b>						
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER										
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
	<b>SEE SCHEDULE</b>									
	<b>ORDERING PERIOD: 05 NOV 03- 05 NOV 04</b>									
	<b>DELIVERY PERIOD: 07 NOV 03 - 06 NOV 04</b>									
	<i>(Attach Additional Sheets as Necessary)</i>									
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA							<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA							<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK _____), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED		
						<b>SHARON PIECYK</b>				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE SIGNED		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		
						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		
						40. PWD BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					42a. RECEIVED BY (Print)					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE SIGNED		42b. RECEIVED AT (Location)				
						42c. DATE REC'D (YY/MM/DD)				

**NOTICE TO OUR VALUED SUPPLIERS**

THE FOLLOWING ATTACHED FORMS REQUIRE INFORMATION TO BE FURNISHED BY EACH OFFEROR.

ANY QUESTIONS MAY BE DIRECTED TO THE CONTRACT SPECIALIST AT THE TELEPHONE NUMBER SHOWN ON PAGE 1, BLOCK 7.

1. COMPLETE PAGE 1, BLOCKS 17a, 30a, b, c
2. COMPLETE ALL "**SCHEDULE**" SHEETS (OFFERED PRICES)
3. COMPLETE "**OFFEROR QUALIFICATIONS**" AND **ORDERING AND PAYMENT/INVOICE POINTS OF CONTACT AND TELEPHONE NUMBERS** LOCATED AT THE END OF EACH GROUP
4. COMPLETE THE FOLLOWING CLAUSES:

52.212-3 PAGES \_\_\_\_ THRU \_\_\_\_

252.212-7000 PAGE \_\_\_\_

52.215-6 PAGE \_\_\_\_

52.242-9P18 PAGE \_\_\_\_

AUTHORIZED NEGOTIATORS PAGE \_\_\_\_

**NOTE:** The requirements for Clause 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212) mandate annual reporting of certain statistics on a form titled "Federal Contractor Veterans' Employment Report VETS-100." The Clause is located on page \_\_\_\_ of this solicitation.

**NOTE:** All offerors are required to submit a **Wholesale Price List** with their offer.

**SUBMIT THE FOLLOWING:**

CAGE CODE: \_\_\_\_\_

DUNS #: \_\_\_\_\_

**CONTINUATION OF BLOCKS ON THE SF 1449**

**Block 8** (Continued):

Offer due date and local time is: **Monday, September 22, 2003 at 3:00 p.m.**

**Block 9** (Continued):

- Address **Mailed Offer** To:

Defense Logistics Agency  
Defense Supply Center Philadelphia  
Post Office Box 56667  
Philadelphia, PA 19111-6667

- Deliver **Handcarried Offer**, Including Delivery By Commercial Carrier, To:

Defense Supply Center Philadelphia  
Business Opportunities Office  
Bldg 36, Second Floor  
700 Robbins Avenue  
Philadelphia, PA 19111-5092

All hand carried offers are to be delivered to the Business Opportunity Office between 8:00 AM and 5:00 PM Monday through Friday except for legal federal holidays as set forth in 5 USC 6103.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service “hand carries” the offer/modification/withdrawal to the Business Opportunity Office prior to the scheduled opening/closing time.

Commercial carrier delivered offers/modifications/withdrawals must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers

- **Send Facsimile Offer** To: (215) 737-9300, 9301, 9302 or 9303. Facsimile Offers are authorized.

INSTRUCTIONS:

ITEMS TO BE PROCURED: BREAD AND BAKERY PRODUCTS

REQUIREMENTS FOR: GROUP I - BREAD AND BAKERY PRODUCTS

FT. EUSTIS, VA - TROOP, NAF  
FT. STORY, VA - TROOP, NAF  
FT. MONROE, VA - TROOP, NAF  
LANGLEY AFB, VA - TROOP, HOSPITAL

GROUP II - BREAD AND BAKERY PRODUCTS

FT. LEE, VA - TROOP

GROUP III - DOUGHNUTS

FT. LEE, VA - TROOP

EFFECTIVE PERIOD OF THE CONTRACT

(ORDERING) 05 NOVEMBER 2003 – 04 NOVEMBER 2004  
(DELIVERY) 07 NOVEMBER 2003 – 06 NOVEMBER 2004

MINIMUM/MAXIMUM QUANTITIES: SEE CLAUSE 52.216-22 INDEFINITE QUANTITY

THE QUANTITIES SHOWN IN SECTION B REPRESENT THE QUANTITIES ESTIMATED TO BE ORDERED OVER THE DELIVERY PERIOD. OFFERS WILL BE EVALUATED BASED ON THE ESTIMATED QUANTITIES.

THE ESTIMATED TOTAL CONTRACT DOLLAR AMOUNT WILL BE CALCULATED BASED ON THE AGGREGATE UNIT PRICES FOR ALL ITEMS AT THE ESTIMATED QUANTITIES. ACTUAL QUANTITIES ORDERED MAY VARY AMONG THE LINE ITEMS.

THE CONTRACT MINIMUM AMOUNT TO BE ORDERED UNDER ANY CONTRACT(S) IS 25% OF THE TOTAL ESTIMATED CONTRACT DOLLAR AMOUNT.

THE MAXIMUM AMOUNT WHICH CAN BE ORDERED UNDER THE CONTRACT IS 25% OVER THE ESTIMATED DOLLAR AMOUNT.

BREAD AND BAKERY PRODUCTS

GROUP I - LANGLEY AFB - TROOP ISSUE AND HOSPITAL  
FT. EUSTIS, NEWPORT NEWS, VA - TROOP ISSUE  
FT. STORY, VIRGINIA BEACH, VA - TROOP ISSUE  
FT. MONROE, HAMPTON, VA - TROOP ISSUE  
FT. EUSTIS & FT. STORY - NAF CONTRACTING  
FT. MONROE, HAMPTON, VA - NAF ACTIVITIES

ITEM NO.	Vendor Code	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE (2 decimal only)	AMOUNT
1.		<u>19111</u> BREAD, WHITE, ENRICHED, PAN BAKED, ROUND TOP OR SANDWICH FRESH, (TEXAS TOAST) <b>8920-01-E11-3024</b> 22 - 24 OZ. LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____	2,634	LB	\$ _____	\$ _____
2.		<u>19117</u> BREAD, RAISIN, PAN BAKED, ROUND TOP OR SANDWICH, FRESH <b>8920-01-E11-3038</b> MIN 16 OZ. LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____	297	LB	\$ _____	\$ _____
3.		<u>19118</u> BREAD, RYE, PAN BAKED, ROUND TOP, FRESH <b>8920-01-E11-3039</b> MIN 16 OZ. LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____	282	LB	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u> (2 decimal only)	<u>AMOUNT</u>
4. _____	<u>19120</u> BREAD, HEARTH BAKED, FRESH FRENCH (UNSLICED) <b>8920-01-E11-3220</b> 16 - 24 OZ. LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____	855	LB	\$ _____	\$ _____
5. _____	<u>19122</u> ROLLS, ENGLISH MUFFINS, FRESH <b>8920-01-E11-3212</b> 6 - 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____	1,447	LB	\$ _____	\$ _____
6. _____	<u>19123</u> ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, FINGER (HOT DOG) FRESH <b>8920-01-E11-3226</b> 6-8 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____	117	LB	\$ _____	\$ _____
7. _____	ROLLS, WHITE, ENRICHED, SOFT, PAN BAKED, FINGER (HOT DOG) FRESH <b>8920-01-E11-3225</b> MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____	3,792	LB	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u> (2 decimal only)	<u>AMOUNT</u>
8. _____	ROLL, WHITE, ENRICHED, SOFT, PAN BAKED, (HAMBURGER), FRESH MIN 12 PER PKG <b>8920-01-E11-4351</b> SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____	22,736	LB	\$ _____	\$ _____
9. _____	BREAD, WHITE, FRESH, PAN BAKED, SANDWICH, ENRICHED <b>8920-01-E11-3690</b> 24 OZ. LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____	22,399	LB	\$ _____	\$ _____
10. _____	BREAD, WHEAT, FRESH, PAN BAKED ROUND TOP <b>8920-01-E11-4067</b> 20 OZ. LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____	6,146	LB	\$ _____	\$ _____
11. _____	<u>19137</u> PAN ROLLS, BROWN & SERVE, FRESH <b>8920-01-E11-3211</b> MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____	7,724	LB	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	<u>19203</u> ROLLS WHITE ENRICHED SOFT, PAN BAKED, (TEA BISCUIT), HIGH COMMERCIAL GRADE <b>8920-01-E11-4272</b> MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____	10	LB	\$ _____	\$ _____
12. _____					
	ROLLS, KAISER, FRESH, WHITE HEARTH BAKED <b>8920-01-E11-6205</b> MIN 12 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____	3,240	LB	\$ _____	\$ _____
13. _____					
	BREAD, FRENCH, FRESH, HEARTH BAKED <b>8920-01-E11-3220</b> 16 OZ LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____	311	LB	\$ _____	\$ _____
14. _____					

ESTIMATED TOTAL

GROUP I : \$

**FOR GROUP I, ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR**

NOTE: ALL DELIVERY TICKETS AND INVOICES MUST SHOW THE TOTAL LOAVES/PACKAGES DELIVERED FOR EACH LINE ITEM AND THE TOTAL WEIGHT DELIVERED TO EACH LINE ITEM.



SP0300-03-R-4029

**\*\*CONTRACTOR'S TELEPHONE NUMBER WHERE ORDERS ARE TO BE PLACED:**

A/C(\_\_\_\_)\_\_\_\_\_

EVALUATION OF OFFERS WILL BE MADE USING THE PRICE PER POUND. LOAF/PACKAGE PRICES WILL BE USED AT THE DISCRETION OF THE CUSTOMER FOR ORDERING/BILLING PURPOSES.

**CONTRACTOR QUALIFICATIONS:**

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**BREAD AND BAKERY PRODUCTS****GROUP II- FT. LEE, PETERSBURG, VA - TROOP ISSUE**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b> (2 decimal only)	<b><u>AMOUNT</u></b>
	<b><u>19111</u></b> BREAD, WHITE, ENRICHED, PAN BAKED, ROUND TOP, FRESH <b>8920-01-E11-3213</b>				
13. _____	16 OZ. LOAF SPECIFY PRICE PER PKG _____	2,849	LB	\$ _____	\$ _____
	<b><u>19111</u></b> BREAD, WHITE, ENRICHED, PAN BAKED, SLICED, THICK, FRESH, (TEXAS TOAST) <b>8920-01-E12-1126</b>				
14. _____	20 OZ. LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____	820	LB	\$ _____	\$ _____
	<b><u>19112</u></b> BREAD, RAISIN, FRESH, SLICED, PAN BAKED, ROUND TOP <b>8920-01-E11-3038</b>				
15. _____	16 OZ. LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____	1,932	LB	\$ _____	\$ _____
	<b><u>19115</u></b> BREAD, 100% WHOLE WHEAT, PAN BAKED, ROUND TOP OR SANDWICH, FRESH <b>8920-01-E11-4067</b>				
16. _____	20 OZ. LOAF SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG _____ SPECIFY PRICE PER PKG _____	5,065	LB	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u> (2 decimal only)	<u>AMOUNT</u>
	<b><u>19118</u></b> BREAD, RYE, PAN BAKED, ROUND TOP, FRESH <b>8920-01-E11-3039</b> MIN 16 OZ. LOAF				
17. _____	SPECIFY SIZE OFFERED	3,268	LB	\$ _____	\$ _____
	ROLLS, DINNER, FRESH, SLICED, PAN BAKED, ROUND TOP <b>8920-01-E11-3211</b> 24 OZ. LOAF				
18. _____	SPECIFY COUNT PER PKG. _____ SPECIFY NET WT PER PKG. _____ SPECIFY PRICE PER PKG. _____	6,053	LB	\$ _____	\$ _____
	ROLLS, FRANKFURTHER, FRESH, SLICED, WHITE, PAN BAKED, ENRICHED <b>8920-01-E11-3226</b> 8 PER PKG.				
19. _____	SPECIFY COUNT PER PKG. _____ SPECIFY NET WT PER PKG. _____ SPECIFY PRICE PER PKG. _____	4,821	LB	\$ _____	\$ _____
	BREAD, FRENCH, FRESH, SLICED HEARTH BAKED <b>8920-01-E11-4222</b> 20 OZ. LOAF				
20. _____	SPECIFY SIZE OFFERED _____ SPECIFY PRICE PER PKG. _____	1,297	LB	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
				(2 decimal only)	
	<b><u>19122</u></b>				
	ROLLS, ENGLISH MUFFINS, FRESH				
	<b>8920-01-E11-3380</b>				
	12 PER PKG				
	SPECIFY COUNT PER PKG _____				
	SPECIFY NET WGT PER PKG _____				
21. _____	SPECIFY PRICE PER PKG _____	2,512	LB	\$ _____	\$ _____
	<b><u>19123</u></b>				
	ROLLS, WHITE, ENRICHED, SOFT,				
	PAN BAKED, FINGER, (HOT DOG),				
	FRESH				
	<b>8920-01-E11-3225</b>				
	MIN 12 PER PKG				
	SPECIFY COUNT PER PKG _____				
	SPECIFY NET WGT PER PKG _____				
22. _____	SPECIFY PRICE PER PKG _____	11,992	LB	\$ _____	\$ _____
	<b><u>19124</u></b>				
	ROLLS, WHITE, ENRICHED, SOFT,				
	PAN BAKED, (HAMBURGER), FRESH				
	<b>8920-01-E11-4351</b>				
	MIN 12 PER PKG				
	SPECIFY COUNT PER PKG _____				
	SPECIFY NET WGT PER PKG _____				
23. _____	SPECIFY PRICE PER PKG _____	47,109	LB	\$ _____	\$ _____
	<b><u>19125</u></b>				
	ROLLS, HOAGIE/ SUBMARINE, FRESH,				
	WHITE, HEARTH BAKED, ENRICHED				
	<b>8920-01-E11-6206</b>				
	MIN 6 PER PKG				
	SPECIFY COUNT PER PKG _____				
	SPECIFY NET WGT PER PKG _____				
24. _____	SPECIFY PRICE PER PKG _____	8,106	LB	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	ROLLS, TEA, FRESH, WHITE, PAN BAKED <b>8920-01-E11-4272</b> 24 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____	212	LB	\$ _____	\$ _____

	<b>19129</b> ROLLS, PARKERHOUSE, FRESH, SOFT, PAN BAKED, ENRICHED <b>8920-01-E11-6208</b> 10 PER PKG SPECIFY COUNT PER PKG _____ SPECIFY NET WGT PER PKG _____ SPECIFY PRICE PER PKG _____	10,401	LB	\$ _____	\$ _____
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**ESTIMATED TOTAL**  
**GROUP II:** \$ \_\_\_\_\_

<b>ITEM NO.</b>	<b><u>SUPPLIES/SERVICES</u></b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b><u>AMOUNT</u></b>
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(2 decimal only)

**FOR GROUP II, ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR**

NOTE: ALL DELIVERY TICKETS AND INVOICES MUST SHOW THE TOTAL LOAVES/PACKAGES DELIVERED FOR EACH LINE ITEM AND THE TOTAL WEIGHT DELIVERED TO EACH LINE ITEM.

**\*\*CONTRACTOR'S TELEPHONE NUMBER WHERE ORDERS ARE TO BE PLACED:**

A/C(\_\_\_\_)\_\_\_\_\_

EVALUATION OF OFFERS WILL BE MADE USING THE PRICE PER POUND. LOAF/PACKAGE PRICES WILL BE USED AT THE DISCRETION OF THE CUSTOMER FOR ORDERING/BILLING PURPOSES.

**CONTRACTOR QUALIFICATIONS:**

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**DOUGHNUTS****GROUP III- FT. LEE, VA - TROOP ISSUE**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b> (2 decimal only)	<b><u>AMOUNT</u></b>
	<b><u>19131</u></b>				
	DOUGHNUTS, COATED, FRESH				
	MIN 12 PER PKG.				
	SPECIFY COUNT PER PKG _____				
	SPECIFY NET WGT PER PKG _____				
27. _____	SPECIFY PRICE PER PKG _____	3,044	LB	\$ _____	\$ _____
	<b>8920-01-E11-5230 - 208</b>				
	<b>8920-01-E11-5231 - 1,111</b>				
	<b>8920-01-E11-5228 - 998</b>				
	<b>8920-01-E11-5229 - 727</b>				

**ESTIMATED TOTAL**  
**GROUP III:** \$ \_\_\_\_\_

**FOR GROUP III, ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR**

NOTE: ALL DELIVERY TICKETS AND INVOICES MUST SHOW THE TOTAL LOAVES/PACKAGES DELIVERED FOR EACH LINE ITEM AND THE TOTAL WEIGHT DELIVERED TO EACH LINE ITEM.

**\*\*CONTRACTOR'S TELEPHONE NUMBER WHERE ORDERS ARE TO BE PLACED:**

A/C(\_\_\_\_)\_\_\_\_\_

EVALUATION OF OFFERS WILL BE MADE USING THE PRICE PER POUND. LOAF/PACKAGE PRICES WILL BE USED AT THE DISCRETION OF THE CUSTOMER FOR ORDERING/BILLING PURPOSES.

CONTRACTOR QUALIFICATIONS: \_\_\_\_\_

**SECTION “F” - DELIVERIES**

**NOTE: ALL GROUPS - CONTRACTOR’S DELIVERY VEHICLES WILL STOP AND REPORT TO THE DESTINATION INSPECTION POINT FOR INSPECTION OF HIS PRODUCT BEFORE PROCEEDING TO ANY OTHER DELIVERY POINTS.**

**GROUP I - FT. EUSTIS, VA (TROOP ISSUE)**

<b><u>LOCATIONS</u></b>	<b><u>TIME AND FREQUENCY</u></b>
BLDG. 811	0500 TO 0600 HOURS
663 835	MONDAY THRU FRIDAY
804 1001	0700 TO 0800 HOURS
805 1003	SATURDAY
818 2754	
576 (HOSPITAL)	
1512 (1515, 1516 RESERVE TRNG)	
809 2799	

**GROUP I - FT. STORY (TROOP ISSUE)****VIRGINIA BEACH, VA AND ATTACHED ACTIVITIES**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERY</u></b>	<b><u>FREQUENCY &amp; LIMITATIONS</u></b>
BLDG. 864	0500 to 0600 HOURS	MON. THRU FRI.
OMAHA STREET		
BLDG. 804 – LEE BLVD.	0500 to 0600 HOURS	MON. THRU FRI.
BLDG. 811 – GAFFEY PLACE	0500 to 0600 HOURS	MON. THRU FRI.
BLDG. 805 – LEE BLVD.	0500 to 0600 HOURS	MON. THRU FRI.
BLDG. 1001 – BENEDICT PLACE	0500 to 0600 HOURS	MON. THRU FRI.
BLDG. 1003 – BENEDICT PLACE	0500 to 0600 HOURS	MON. THRU FRI.
BLDG. 2754 – MARSHALL ST.	0500 to 0600 HOURS	MON. THRU FRI.

NO DELIVERIES REQUIRED ON SUNDAY OR NATIONAL LEGAL HOLIDAYS.



**SECTION "F" - DELIVERIES CONTINUED**

**GROUP I - FT. MONROE, HAMPTON, VA (TROOP ISSUE)**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERIES</u></b>	<b><u>FREQUENCY &amp; LIMITATIONS</u></b>
BLDG. 87	0500 TO 0600 HOURS	MONDAY THRU FRIDAY

**FOR FT. EUSTIS, FT. STORY AND FT. MONROE, TROOP ISSUE**

**INVOICES SHOULD BE MAILED TO AND PAYMENT WILL BE MADE BY:**

DFAS COLUMBUS CENTER  
DFAS-CO-SES  
P.O. BOX 182317  
COLUMBUS, OH 43218-6260

**GROUP I - NON-APPROPRIATED FUNDS ACTIVITIES - FT. EUSTIS & FT.STORY**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERIES</u></b>	<b><u>FREQUENCY &amp; LIMITATIONS</u></b>
FT. EUSTIS, VA FT. EUSTIS PINES GOLF COURSE BLDG. 3501	0700 - 1000	MONDAY, WEDNESDAY AND FRIDAY. NO DELIVERIES REQUIRED ON SUNDAYS OR NATIONAL LEGAL HOLIDAYS.
FT. EUSTIS OFFICER'S CLUB BLDG. 2123		
POST BOWLING CTR BLDG. 675		
CHILD DEVELOPMENT SERVICES BLDG. 925		
FT. EUSTIS NCO CLUB BLDG. 671		
FT. EUSTIS YOUTH ACTIVITIES BLDG. 1102		
FT. EUSTIS OUTDOOR BLDG. 650		
FT. EUSTIS SPORTS CONCESSIONS		
FT. STORY BOWLING CTR BLDG. 1080		
FT.STORY OFFICER'S CLUB BLDG. 1102		

**SECTION "F" - DELIVERIES CONTINUED**

**GROUP I - NON-APPROPRIATED FUNDS ACTIVITIES - FT. EUSTIS & FT.STORY (CONT.)**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERIES</u></b>	<b><u>FREQUENCY &amp; LIMITATIONS</u></b>
FT. STORY CHILD DEVELOPMENT SVC BLDG. 303		MONDAY, WEDNESDAY AND FRIDAY
YOUTH SVCS FT. STORY, VA		

**INVOICES WILL BE MAILED TO AND PAYMENT WILL BE MADE BY:**

NAF FINANCIAL SERVICES  
P.O. BOX 6111  
TEXARKANA, TX 75505-6111  
TELEPHONE: SUE MILLER, (903) 384-2163

**SECTION "F" - DELIVERIES CONTINUED**

**GROUP I - FT. MONROE NAF**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERIES</u></b>	<b><u>FREQUENCY &amp; LIMITATIONS</u></b>
OFFICER'S CLUB BLDG. 185 P.O.C. – LUCY POWELL 757-727-4235	BEFORE 11 AM.	TUESDAY & FRIDAY
BOWLING CTR BLDG. 201 P.O.C. – JOHN DEYO 757-2839	BEFORE 8:00 AM	MONDAY, TUESDAY, THURSDAY & FRIDAY
CHILD DEVELOPMENT CTR - BLDG. 245 P.O.C. MARY ANN MORRISETTE 757-727-5960	BEFORE 11 AM	TUESDAY & THURSDAY
MARINE RESTAURANT BLDG. 207, 2 <sup>ND</sup> FLOOR P.O.C. MICHAEL HUMPHREY 757-727-3785	BEFORE 11 AM	MONDAY, TUESDAY THURSDAY & FRIDAY

**INVOICES SHOULD BE AMILED TO AND PAYMENT WILL BE MADE BY:**

NAF FINANCIAL SERVICES (FT. MONROE)  
P.O. BOX 6111  
TEXARKANA, TX 75505-6111  
JEANNIE WARD - 903-334-2163 EXT. 303

**GROUP I – LANGLEY AFB, VA – TROOP ISSUE & HOSPITAL**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERIES</u></b>	<b><u>FREQUENCY &amp; LIMITATIONS</u></b>
EAGLE DINING ROOM 49 SPRUCE STREET BLDG. 151	7:30 – 8:30 AM	FIVE (5) DELIVERY DAYS PER WEEK. SUNDAY, MONDAY, TUESDAY, THURSDAY, FRIDAY
EAGLE KEEPER ABOVE BLDG. 754C	8:00 AM	MONDAY, TUESDAY, THURSDAY
45 PINE STREET (HOSPITAL)	5:00 AM – 1:00 PM	MONDAY, TUESDAY, THURSDAY FRIDAY AND SATURDAY

**SECTION "F" – DELIVERIES CONTINUED**

**GROUP I – LANGLEY AFB, VA – TROOP ISSUE & HOSPITAL (CONTINUED)**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERIES</u></b>	<b><u>FREQUENCY &amp; LIMITATIONS</u></b>
CHILD DEV CTR 117 BURRELL LOOP RD.	BEFORE 9:00	MONDAY AND FRIDAY
BETHEL CHILD DEV. CTR BLDG. 1994 1994 EAGLE AVE BETHEL MANOR	BETWEEN 7:00 AM – 10:00 AM	WEDNESDAY
LAFB YOUTH ACTV SVS/SVYY 68 WALNUT AVE BLDG. 254	BETWEEN 7:00 AM – 10:00 AM	MONDAY

ALL BREAD AND BAKERY PRODUCTS WILL BE OFF-LOADED FROM CONTRACTOR'S VEHICLE AND GOVERNMENT PERSONNEL WILL PLACE THE PRODUCTS AS REQUIRED.

INVOICES SHOULD BE MAILED TO AND PAYMENT WILL BE MADE BY:

DFAS COLUMBUS CENTER  
DFAS-CO-SES  
PO BOX 182317  
COLUMBUS, OH 43218-6260

**SECTION "F" - DELIVERIES CONTINUED**

**GROUPS II & III FT. LEE, VA (TROOP ISSUE)**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERIES</u></b>	<b><u>FREQUENCY &amp; LIMITATIONS</u></b>
BLDG. 9300 31ST ST. & MAHONE AVE.	BETWEEN 0600 & 1100	SIX (6) DELIVERY DAYS PER WEEK. MONDAY THRU SATURDAY. NO DELIVERY REQUIRED ON SUNDAY OR NATIONAL LEGAL HOLIDAYS.
BLDG. 8400 A & 28TH AVE		
BLDG. 3118 13TH STREET		
BLDG. 3002 A AVENUE		
BLDG. 3003 B AVENUE (BETWEEN 7TH & 11TH STREET)		
BLDG. 7112 WAREHOUSE RD		
BLDG. 11541 FIELD BRANCH 40TH ST. & G AVENUE		
BLDG. 3024 A AVENUE & 11TH STREET		

**GROUPS II & III- FT. LEE, VA (TROOP ISSUE) - CONTINUED**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERIES</u></b>	<b><u>FREQUENCY &amp; LIMITATIONS</u></b>
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BLDG. 4200 QUARTERMASTER SCHOOL/SMALL GARRISON B AVENUE & 16TH STREET		
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BLDG. 3206 A AVENUE & 13TH STREET		
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HHC 300TH ASG GEROW USARC 2501 MAHONE AVE		
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**OFF POST LOCATIONS**

192ND FIGHTER GROUP  
3654 CORSAIR DRIVE  
SANSTON, VA 23150-2521

**INVOICES SHOULD BE MAILED TO AND PAYMENT WILL BE MADE BY:**

DFAS COLUMBUS CENTER  
DFAS-CO-SES  
P.O. BOX 182317  
COLUMBUS, OH 43218-6260

## 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (NOV 1999)

### (a) *Standard Industrial Classification (SIC) Code and Small Business Size Standard.*

The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

### (b) *Submission of Offers.*

Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

### (c) *Period for Acceptance of Offers.*

The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation. **SEE ADDENDUM**

### (d) *Product Samples.*

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing **SEE ADDENDUM**.

### (e) *Multiple Offers.*

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately. **SEE ADDENDUM**



(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government process so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract Award* (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple Awards.*

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer. **SEE**

**ADDENDUM**

(i) *Availability of Requirements Documents Cited in the Solicitation.*

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to GSA Federal Supply Service Specifications Section, Suite 8100, 470 E. L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925), Facsimile (202)619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the Department of Defense Single Stock Point (DoDSSP), Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2667/2179), Facsimile (215)697-1462..

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained.

(A) By telephone at (215)697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS  
(FEB 2000) Alternate I, (OCT 1998), Alternate II, (OCT 1998, and Alternate III (Jan 1999)**

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small Disadvantaged Business Concern” means a small business concern that—

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian Tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian Tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

“Women-owned small business concern” means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6050M).

(1) *Taxpayer Identification Number (TIN)*

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal state, or local government;

☐ Other. State basis. \_\_\_\_\_

(2) *Corporate Status.*

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship;

☐ Partnership;

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.*

The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** a small business concern.

(2) *Small disadvantaged business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)

The offeror represents, for general statistical purposes, that it ☐ **is**, ☐ **is not**, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *Women-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)

The offeror represents that it ☐ **is**, ☐ **is not** a women-owned small business concern.

**NOTE:** Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold. (i.e. \$100,000.00)

(4) *Women-owned business concern* (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)

The offeror represents that it ☐ **is**, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.*

If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)*

(i) *(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)* The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** an emerging small business.

(ii) *(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) *(Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit on its disadvantaged status.)*

(i) *General.* The offeror represents that either—

**(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth in 13 CFR 124.104(c)(2): or**

**(B) It [ ] has, [ ] has not** submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(I) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *(The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)*

**Alternate I** (8)(Complete if the offeror has represented itself as disadvantaged in paragraph(c)(2) or (c)(7) of this provision.) (The offeror shall check the category in which its ownership falls):

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimo, Aleuts or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, the Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the proceeding.

**Alternate III** (9) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that

(i) It ☐ **is**, ☐ **is not** a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ **is**, ☐ **is not** a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(I) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.*

The offeror represents that--

(i) It ☐ **has**, ☐ **has not**, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ **has**, ☐ **has not**, filed all required compliance reports.

(3) *Affirmative Action Compliance.*

The offeror represents that--

(i) It ☐ **has** developed and **has on file**, ☐ **has not** developed and **does not have on file**, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ **has not** previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Balance of Payments Program Certificate.* (The certificate in DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to 52.212-3.)

(g) *Buy American Act - North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate.* (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award* (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ☐ **are**, ☐ **are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ **Have**, ☐ **have not**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax

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evasion, or receiving stolen property; and ☐ **are**, ☐ **are not** presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

## **52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (MAY 1999)**

### **(a) *Inspection/Acceptance.***

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

### **(b) *Assignment.***

The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

### **(c) *Changes.***

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

### **(d) *Disputes.***

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

### **(e) *Definitions.***

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

### **(f) *Excusable Delays.***

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

### **(g) *Invoice.***

The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1)** Name and address of the Contractor;
- (2)** Invoice date;
- (3)** Contract number, contract line item number and, if applicable, the order number;
- (4)** Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5)** Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6)** Terms of any prompt payment discount offered;
- (7)** Name and address of official to whom payment is to be sent; and



- (8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent Indemnity.*

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of Loss.*

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.*

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's Convenience.*

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for Cause.*

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.*

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.*

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of Liability.*

Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other Compliances.*

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with Laws Unique to Government Contracts.*

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; and 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of Precedence.*

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FEB 2000)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) **52.222-3**, Convict Labor (E.O. 11755); and
- (2) **52.225-13**, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) **52.233-3**, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- X   (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
  - (2) **52.219-3**, Notice of Total HUBZone Small Business Set-Aside (Jan 1999)
  - (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if offeror elects to waive the preference it shall so indicate in its offer).
  - (4)(i) **52.219-5**, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
  - (4)(ii) **Alternate I** to 52.219-5.
  - (4)(iii) **Alternate II** to 52.219-5.
  - X   (5) **52.219-8**, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
  - X   (6) **52.219-9**, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
  - (7) **52.219-14**, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
  - (8)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - (8)(ii) **Alternate I** of 52.219-23.
  - (9) **52.219-25**, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
  - (10) **52.219-26**, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
  - X   (11) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999)
  - X   (12) **52.222-26**, Equal Opportunity (E.O. 11246)
  - X   (13) **52.222-35**, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
  - X   (14) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
  - X   (15) **52.222-37**, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- Paragraphs (16) through (18) are not applicable and have been deleted
- (19) **52.225-15**, Sanctioned European Country End Products (E.O. 12849).
  - (20) **52.225-16**, Sanctioned European Union Country Services (E.O. 12849).
  - (21) (Reserved)
  - X   (22) **52.232-33**, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332)

X (23) **52.232.34**, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).(For non STORES Customers)

\_\_\_ (24) **52.232-36**, Payment by Third Party (31 U.S.C. 3332).

\_\_\_ (25) **52.239-1**, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_ (26) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241)

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

\_\_\_ (1) **52.222-41**, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

\_\_\_ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record.

The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components—

(1) **52.222-26**, Equal Opportunity (E.O. 11246);

(2) **52.222-35**, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

- (3) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793): and
- (4) **52.247-64**, Preference for Privately-Owned U.S. Flagged Commercial Vessels  
(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL  
ITEMS (NOV 1995) DFARS**

(a) Definitions.

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

\_\_\_ **Does** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ **Does not** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000) DFARS**

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☐ **252.205-7000** Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☐ **252.206-7000** Domestic Source Restriction (10 U.S.C. 2304).
- ☒ **252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)(15 U.S.C. 637).
- ☐ **252.225-7001** Buy American Act and Balance of Payment Program (41 U.S.C. 10a-10d, E.O. 10582)
- ☐ **252.225-7007** Buy American Act --Trade Agreements—Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☒ **252.225-7012** Preference for Certain Domestic Commodities.
- ☐ **252.225-7014** Preference for Domestic Specialty Metals (10 U.S.C. 2241 note)
- ☐ **252.225-7015** Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note)
- ☐ **252.225-7021** Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ **252.225-7027** Restriction on Contingent Fees For Foreign Military Sales (22 U.S.C. 2779)
- ☐ **252.225-7028** Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ **252.225-7029** Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ☐ **252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (\_\_\_Alternate1) 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ **252.227-7015** Technical Data -- Commercial Items (10 U.S.C. 2320).
- ☐ **252.227-7037** Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ☐ **252.243-7002** Requests for Equitable Adjustment (10 U.S.C. 2410)
- ☐ **252.247-7023** Transportation of Supplies by Sea (\_\_\_Alternate I) (\_\_\_Alternate II) 10 U.S.C. 2631)
- ☐ **252.247-7024** Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014** Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note)

The following Additional Provisions are set forth in FULL TEXT:

## **52.233-9000 AGENCY PROTESTS (SEPTEMBER 1996) DLAD**

Companies protesting this procurement may file a protest 1) with the Contracting Officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the contracting officer. Protests filed with the activity should be addressed to the contracting officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The contracting officer will forward the protest to the appropriate official for decision. (This process allows for a higher level decision on the initial protest; it is not a review of a contracting officer's decision on a protest filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

## **52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also. The full text of a solicitation provision may be accessed electronically at this address:  
<http://www.procregs.hq.dla.mil/icps.htm>.



The following changes are applicable to clause *52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (NOV 1999)*

Paragraph (c) *Period of Acceptance of Offers*  
delete 30 calendar days and insert 90 calendar days.

Paragraph (d) *Product Samples*, is deleted in its entirety.

Paragraph (e) *Multiple Offers*, is deleted in its entirety.

Paragraph (h) *Multiple Awards*, is deleted in its entirety.

The following provisions/clauses when checked are incorporated by reference:

Number

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> 52.203-3    | <i>GRATUITIES (APR 1984)</i>  |
| <input checked="" type="checkbox"/> 52.204-6    | <i>DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)</i>   |
| <input checked="" type="checkbox"/> 52.204-7001 | <i>COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999) DFARS</i>  |
| <input checked="" type="checkbox"/> 52.204-7004 | <i>REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998) DFARS</i>  |
| <input type="checkbox"/> 52.213-1               | <i>FAST PAYMENT PROCEDURES (FEB 1998) (For ships only)</i>  |
| <input checked="" type="checkbox"/> 52.215-5    | <i>FACSIMILE PROPOSALS (OCT 1997)</i>   |
| <input checked="" type="checkbox"/> 52.216-1    | <i>TYPE OF CONTRACT (APR 1984)</i> Insert Type of Contract – Firm Fixed price, Indefinite Quantity (For Milk add with EPA clause) |
| <input checked="" type="checkbox"/> 52.217-7018 | <i>CHANGE IN PLANT LOCATION -- BAKERY AND DAIRY PRODUCTS (DEC 1991) DFARS delete paragraph (b)</i>                                |
| <input checked="" type="checkbox"/> 52.217-7019 | <i>SANITARY CONDITIONS (DEC 1991) ALTERNATE 1 (DEC 1991) DFARS</i>  |
| <input type="checkbox"/> 52.219-6               | <i>NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUL 1996)*</i>  |
| <input checked="" type="checkbox"/> 52.222-24   | <i>PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (APR 1984) (Deviation)</i>  |
| <input checked="" type="checkbox"/> 52.232-18   | <i>AVAILABILITY OF FUNDS (APR 1984)</i>   |
| <input checked="" type="checkbox"/> 52.245-4    | <i>GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)</i>  |
| <input checked="" type="checkbox"/> 52.247-34   | <i>F.O.B. DESTINATION (NOV 1991)</i>  |
- Clause 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE**, paragraph (c), line 3 delete only and insert 50% or more

The following provisions/clauses are set forth in full text.

*52.215-6 PLACE OF PERFORMANCE (OCT 1997)*

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ **intends**, ☐ **does not intend** (*check applicable block*) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<b>Place of Performance (Street Status Address, City, State, County, Zip Code)</b>	<b>Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent</b>	<b>Item</b>	<b>Business Size</b>
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*52.211-9P38 PLACE OF PERFORMANCE (JAN 1992) DSCP*

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation (52.214-14 or 52.215-6) information pertinent to the place of performance. Failure to furnish this information with the offer may result in rejection of the offer.

(b) Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the contracting officer.

*52.216-18 ORDERING (OCT 1995)*

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 05 Nov 03 through 05 Nov 04 *EXCEPT THAT WHEN THE CITED COMMENCEMENT DATE FALLS ON A NON-WORKDAY, ORDERS MAY BE PLACED ON THE WORKDAY IMMEDIATELY PRECEDING.*

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

**THE FOLLOWING APPLIES TO NON-STORES CUSTOMERS ONLY**

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule. The authorized ordering officer or the duly authorized representative of any base/activity shown in the delivery schedule of this contract is hereby authorized to order from the contract. Oral delivery orders are permitted and will be promptly confirmed in writing by the authorized ordering officer or the duly authorized representative.

**OR**

Oral delivery orders may be consolidated into a single confirming written delivery order and the original furnished to the contractor on the 15th and 30th of each month, but in no event later than the 30th day subsequent to the oral order. Only the contractor may elect which alternative method of confirmation is to be employed under the contract. Notice of its election must be orally provided to the ordering officer.

*52.216-9P06 ORDER LIMITATIONS (OCT 1995) DSCP*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25.00, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) The delivery order(s) shall specify delivery(ies) no less than 48 hours from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving contractor no less than 24 hours notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

*52.242-9P18 MAILING ADDRESS FOR PAYMENT (JAN 1992) DSCP (FOR PAYMENT MADE BY OTHER THAN EFT)*

Offeror shall indicate below the address to which payment should be mailed, if such address is different from that shown by the offeror on page 1 of this solicitation.

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*52.216-22 INDEFINITE QUANTITY (OCT 1995)*

(a) This is an indefinite quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 06 November 2004.

*52.217-9P16 EFFECTIVE PERIOD OF CONTRACT - INDEFINITE DELIVERY CONTRACT  
(JAN 1992) DSCP*

The effective period of this contract is from 07 November 2003 thru 06 November 2004.

*AUTHORIZED NEGOTIATORS*

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

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PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

*52.209-9P07 PRE-AWARD PLANT SURVEY (JAN 1992) DSCP*

To determine the responsibility of prospective contractors, the Government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the Government is prevented from making such survey by offeror or its proposed sub-contractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials, machinery and tooling.

*52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP*

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government, or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the government amounts to \$100 or more. The rights and remedies of the Government provided in the clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

*52.214-9P06 ROUNDING OFF OF OFFER AND AWARD PRICES (JAN 1992) ALTERNATE 1 (FEB 1998) DSCP*

Unit prices shall be limited to a maximum of two decimal places. For evaluation and award purposes, offers containing a unit price of more than two decimal places shall be rounded off to two decimal places, as follows:

\$0.101 to \$0.104 = \$0.10  
 \$0.105 to \$0.109 = \$0.11  
 \$0.111 to \$0.114 = \$0.11  
 \$0.115 to \$0.119 = \$0.12, etc.

*52.215-9P05 ALL-OR-NONE OFFERS (JAN 1992) DSCP*

All-or-none offers combining requirements listed in one solicitation with requirements listed in any other individually numbered solicitation will not be accepted. In addition, when less than the total line items of a solicitation are identified as being set aside for small business firms and the balance of the requirements are unrestricted, offers will be evaluated separately for the set-aside and unrestricted portions. Offers combining set-aside items with unrestricted items on an all-or-none basis must be low on both the set-aside and the unrestricted portion to be eligible for award.

*52.215-9P07 STATE MINIMUM PRICE REGULATION (JAN 1992) DSCP*

Acquisitions financed by appropriated funds are made under authority of Chapter 137, Title 10 USC, and the Defense Federal Acquisition Regulation Supplement (DFARS). Pursuant to Paul vs. United States decided by the Supreme Court of the United States on 14 January 1963, state minimum distributor price regulations with respect to milk or milk products are not applicable to such acquisitions.

*52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER(S) (AUG 1992) DSCP*

Delivery Orders issued against this Indefinite Delivery Contract shall be administered by the person who placed the order on behalf of the Government, i.e., the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency or activity may reprocur the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency or activity can take these particular procurement actions. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions, which were processed under the IDC.

*52.217-9P04 SPECIAL PROVISIONS FOR BULK MILK DISPENSING EQUIPMENT (JAN 1992) DSCP*

(a) General. Regulations require that the cost to the Government for bulk milk dispensing equipment must be identified and paid for from a different fund than the milk itself. Accordingly, unit and extended prices on each offered item requiring the furnishing of bulk milk dispensing equipment will be broken down and will state separately (1) the charge for the milk itself, and (2) the charge for the bulk milk dispensing equipment called for by that item. The dispensing equipment charge will include the cost of furnishing, installing, servicing, maintaining and removing such equipment.

Evaluation of offers will be based on the total charge for each such item. By submission of this offer, the offeror certifies that the separate charges entered for such items represent the true and accurate charges for the milk and bulk milk dispensing equipment, and that the price offered for milk does not include any cost on account of bulk milk dispensing equipment. Dispensing equipment charge will be the per-gallon rate for equipment and services.

(b) Invoices. Invoices covering items requiring the furnishing of bulk milk dispensing equipment must show separately for each such item the charge for the milk product furnished and the applicable charge for the bulk milk dispensing equipment.

(c) Computations. (Applicable only in contracts which contemplate the use of both government-furnished and contractor-furnished dispensers.)

(1) Basic. To the extent both government-furnished and contractor-furnished equipment is to be used in the dispensing of bulk milk required under this contract, the following dispenser charge procedures shall apply. In each case, the Government shall give written notice to the contractor stating which of the consumption points will employ contractor-furnished dispensers exclusively. Such points shall be called "Contractor Dispenser Points".

(2) Central Deliveries. Where bulk milk is delivered to a central delivery point for redistribution by the Government both to Contractor Dispenser Points and to other consumption points, data shall be furnished by such central delivery point to the contractor stating the gallonage issued during the invoice period to Contractor-Dispenser Points. Such data shall be the basis of invoicing dispenser charges.

(3) Direct Deliveries. Where bulk milk is delivered to Contractor Dispenser Points directly by contractor, delivery receipt data applicable to such points shall be that basis of such invoicing.

(4) Mixed-Equipment Points. Where bulk milk is delivered either directly or through a central delivery point to any consumption point where any or all of the dispensers are furnished by the Government, no dispenser charges shall be applicable to, such milk, except as provided below.

Contractor shall not be required to furnish dispensers at any consumption point where any Government dispensers are located, except as provided below.

(5) Urgency Exception. Where urgent requirements, as determined by the ordering officer, necessitate the use of both government and contractor-furnished dispensers at the same consumption point, the minimum number of contractor-furnished dispensers shall be ordered in writing only and supplied to such point. In such case, dispenser charges (per line item) shall apply to that proportion of the bulk milk delivered to such point which corresponds to the proportion of contractor-furnished dispenser spigots to the total number of spigots at such point. (For example: If half the number of spigots used in dispensing chocolate milk at that point are contractor-furnished, half of the chocolate milk gallonage there shall be subject to the dispenser charge).

#### 52.246-9P31 *SANITARY CONDITIONS (JAN 1998) DSCP*

##### (a) Food Establishments.

(1) Establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor **certifies in writing** that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the Contracting Officer and provide a new source of supply.



(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments."

(i) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a State milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers," published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 recommendations of the U.S. Public Health Service," Public Health Service Publication No. 229.

(ii) "Dairy Plants Surveyed and Approved for USDA Grading Service," published by Dairy Division, Grading Branch, AMS, USDA.

(3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," or other publication, but will remain subject to inspection approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:

(i) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i) above).

(4) Subsistence items, other than those exempt from listing in the U.S. Army Health Services Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," bearing labels reading "Distributed by," etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the Government shall have the right to terminate the contract in accordance with the "Termination For Cause" clause of the contract.

(b) Delivery Conveyances

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. The delivery conveyances shall be subject to inspection by the Government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

**FRESHNESS REQUIREMENTS FOR BAKERY PRODUCTS:**

- A. Freshness bakery products shall conform to the following freshness requirements:
1. Bread, Cakes, Doughnuts, Muffins, Pies, and Rolls must be delivered 24 hours after baking (except following a non-bake day, 48 hours).
  2. Brown & Serve Rolls, must be delivered 36 hours after production:
  3. Bakery products shall include mold inhibitors of the proper level as allowed by the FDA.

**PACKAGING, PACKING AND LABELING:**

- A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.
- B. All items must be identified with readable dates (open code dates), coded dates, or with color coded twist ties. Contractors who do not use open dating will provide a product code number key/twist tie color listing. The products code number key/color coded twist tie listing shall explain the actual date of production or processing. Copies of key/color codes listing will be furnished to each destination receiving officer and each destination inspection agency with the first delivery.

**NOTE:** Contractors shall deliver bakery products on racks, as well as provide racks and stands for each delivery point, as required for the shore based customers under Groups II, III, IV & VI.

- C. For ship customers under Groups I, V, VII & VIII, all bread and bakery items are to be delivered in non-returnable disposable cardboard cartons, with sufficient strength for stacking, packed 10-20 loaves per carton.

**ADDITIONAL ITEMS**

The troop customers will be able to add additional bakery items to this contract after the date of award. The price of the item must be determined by the contracting officer to be fair and reasonable. Items will be added to the STORES catalog without a written modification to the contract. In any case, these items may not increase the original dollar value of the contract by more than 25%.

**ADDITIONAL CUSTOMERS**

Additional DOD and non-DOD customers located in the same distribution area as the successful contractor may be added to the contract, based on a mutually agreed upon implementation plan. The additional customer (s) can not increase the dollar value of the contract by more than 25% in total.

*52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT - WHOLESOME MEAT ACT (JAN 1992)  
DSCP*

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:

(1) Shipped in interstate commerce,

(2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The Government shall have six months from the date of delivery of the supplies to the Government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the Government may, at its election:

(1) Retain all or part of the supplies and recover from the contractor or deduct from the contract price a sum determined to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore, provided that if the supplies are seized under either Act, such seizure, at Government option shall be deemed a return of supplies within the meaning of this clause and thereby allow the Government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "Disputes."

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

*52.247-9P24 F.O.B. DESTINATION (JAN 1992) DSCP*

Unless otherwise indicated in the individually numbered solicitation, only F.O.B. destination offers will be considered. Offers other than F.O.B. destination will be rejected.

*52.247-9P26 EVALUATION OF OFFERS (JAN 1992) DSCP*

(a) Offers for less than the total estimated quantity of any single line item will not be considered.

(b) Any offer that is conditioned or qualified by stipulation that the offer is to be considered only if prior to the date of award, the offeror receives (or does not receive) an award under another procurement, will be rejected.

(c) Offerors are encouraged to offer on each and every item. When the offeror is not itself a producer of an item(s) arrangements may be made to obtain such item(s) from other approved sources.

(d) Unless otherwise specified in the solicitation, single line items may be awarded in the best interest of the Government unless offers are specifically qualified. However, in addition to these factors, low offers on the individual items from offerors who fail to offer on all items may be foregone by the Government if acceptance (1) would prevent the Government from obtaining the majority of its needs for the majority of items under the solicitation and (2) would force the Government into a second procurement for items left unawarded.

## **SP0300-03-R-4029**

### **CAUTION NOTICE**

**The Defense Supply Center Philadelphia has implemented a new system known as STORES (Subsistence Total Order and Receipt Electronic System) for ordering items under this solicitation. All orders will be sent via FAX to your company from the DOD customers. In the future, orders will be sent electronically using a standard EDI purchase order (ASC X12 version 3040 transaction set 850) which will come from the customer directly to you, the supplier. Your company should consider taking the necessary steps to enable your company to compete for business in the future.**

### **ATTENTION**

**ADDENDUM TO CLAUSE 52.212.1 – “INSTRUCTIONS TO OFFERORS –COMMERCIAL ITEMS” (OCT 2000) – ROUNDING OFF OF OFFER AND AWARD PRICES – SEE PAGE        OF SOLICITATION.**